

THIS INSTRUMENT RETURN TO:
Laura Carter
Space Coast Transportation Planning Organization
2725 Judge Fran Jamieson Way, Bldg. B
Melbourne, FL 32940

THIS INSTRUMENT PREPARED BY:
Paul R. Gougelman, III, General Counsel
Space Coast Transportation Planning Organization
Weiss Serota Helfman Cole & Bierman, P.L.
200 East Broward Blvd. – 19th Floor
Ft. Lauderdale, FL 33301

INTERLOCAL AGREEMENT REGARDING
VOTING REPRESENTATION ON
SPACE COAST TRANSPORTATION PLANNING ORGANIZATION
FOR THE SOUTH BEACHES COALITION

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2024, by and between the TOWN OF INDIALANTIC, a Florida Municipal Corporation (herein "Indialantic"), CITY OF INDIAN HARBOUR BEACH, a Florida Municipal Corporation (herein "Indian Harbour Beach"), TOWN OF MELBOURNE BEACH, a Florida Municipal Corporation (herein "Melbourne Beach"), and CITY OF SATELLITE BEACH, a Florida Municipal Corporation (herein "Satellite Beach").

WITNESSETH:

WHEREAS, the Space Coast Transportation Planning Organization (herein "TPO") is a metropolitan planning organization established under Section 339.175, Florida Statutes, to coordinate transportation planning and finance throughout Brevard County; and

WHEREAS, the TPO is legally formed and operates pursuant to an interlocal agreement entitled as the Restated Interlocal Agreement for Creation of the Transportation Planning Organization, as recorded on July 15, 2014, in Official Records Book 7166, Page 2144, Public Records of Brevard County, Florida, as amended by the First Amendment to Restated Interlocal Agreement for Creation of the Transportation Planning Organization, as recorded on October 8, 2020, in Official Records Book 8880,

Page 279, Public Records of Brevard County, Florida (herein: the “Restated Interlocal Agreement”)’ and

WHEREAS, in the early 1990s, the municipalities of Indialantic, Indian Harbour Beach, Melbourne Beach, and Satellite Beach formed the "South Beaches Coalition" to participate on the TPO Governing Board and to help guide transportation planning on the South Beaches portion of Brevard County; and

WHEREAS, the South Beaches Coalition in the 1990s and first decade of 2000 operated pursuant to the "Memorandum of Understanding" relating to voting representation on Brevard County Metropolitan Planning Organization dated June 9, 1992, between Indialantic, Indian Harbour Beach, Melbourne Beach, and Satellite Beach, and the "Agreement with Respect to Voting Representation on Brevard County Metropolitan Planning Organization" dated September 22, 2000, between the four municipalities, including Indialantic, Indian Harbour Beach, Melbourne Beach, and Satellite Beach; and

WHEREAS, in the early 1990s and the first decade of the 21st Century, the South Beaches Coalition was accorded a single voting delegate seat on the TPO Governing Board as provided in the Restated Interlocal Agreement; and

WHEREAS, it is the desire of Indialantic, Indian Harbour Beach, Melbourne Beach, and Satellite Beach to provide a methodology by which the four municipalities may share the aforesaid single voting delegate seat on the TPO Governing Board; and

WHEREAS, the authority to undertake sharing of a delegate seat on the TPO Governing Board is provided in Section 339.175(3)(a), Florida Statutes (2024), which states in pertinent part:

- (a) The voting membership of an M.P.O. shall consist of at least 5 but not more than 25 apportioned members, with the exact number determined on an equitable geographic-population ratio basis, based on an agreement among the affected units of general-purpose local government and the Governor, as required by federal regulations. In accordance with 23 U.S.C. s. 134, the Governor may also allow M.P.O. members who represent municipalities to alternate with representatives from other municipalities within the metropolitan planning area which do not have members on the M.P.O. With the exception of instances in which all of the county commissioners in a single-county M.P.O. are members

of the M.P.O. governing board, county commissioners shall compose at least one-third of the M.P.O. governing board membership. A multicounty M.P.O. may satisfy this requirement by any combination of county commissioners from each of the counties constituting the M.P.O. Voting members shall be elected officials of general-purpose local governments, one of whom may represent a group of general-purpose local governments through an entity created by an M.P.O. for that purpose. An M.P.O. may include, as part of its apportioned voting members, a member of a statutorily authorized planning board, an official of an agency that operates or administers a major mode of transportation, or an official of Space Florida. As used in this section, the term "elected officials of a general-purpose local government" excludes constitutional officers, including sheriffs, tax collectors, supervisors of elections, property appraisers, clerks of the court, and similar types of officials. County commissioners shall compose not less than 20 percent of the M.P.O. membership if an official of an agency that operates or administers a major mode of transportation has been appointed to an M.P.O; and.

WHEREAS, the undersigned parties for the purposes of this Agreement, and for the purpose of reference by the TPO, have designated the arrangement provided for herein to be informally and colloquially referred to as the "South Beaches Coalition"; and

WHEREAS, this Agreement is entered as an interlocal agreement pursuant to Section 163.01, Florida Statutes (2024), and is also entered into pursuant to the home rule power of each of the municipalities as provided in Section 166.021, Florida Statutes, and Article VIII, Section 2, Florida Constitution of 1968; and

WHEREAS, pursuant to this Agreement, the parties have provided for an arrangement by which the voting delegate on the TPO Governing Board will be rotated among Indianalantic, Indian Harbour Beach, Melbourne Beach, and Satellite Beach, on a scheduled basis; and

WHEREAS, the parties have further agreed to establish an organized method to provide joint instructions to their single voting delegate to the TPO; and

WHEREAS, this Agreement has been approved by the respective governing body of the four municipalities joining in this Agreement..

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed by the parties that:

1. **Recitals.** Each and all of the recitals above be and the same are hereby incorporated herein and declared to be true and correct.

2. **Appointment of Voting Delegate.**

(a) The single voting delegate holding the South Beaches Coalition seat on the TPO and representing the collective interests of Indialantic, Indian Harbour Beach, Melbourne Beach, and Satellite Beach, along with an alternate voting delegate, shall be appointed by the governing body of each respective municipality according to the following schedule:

<u>Designating Party</u>	<u>Calendar Years for Designation</u>
Indialantic	2024 & 2025, 2032 & 2033
Indian Harbour Beach	2028 & 2029
Melbourne Beach	2030 & 2031
Satellite Beach	2026 & 2027

(b) The power of appointment will be exercised in such a manner that a municipality's appointee as a voting delegate, or alternate voting delegate, assumes office on January 1st of the first year of the foregoing schedule that a municipality may exercise the power of appointment and ends on December 31st of the second year of the foregoing schedule that the municipality may exercise the power of appointment. For example, because Indialantic holds the power of appointment for 2024 and 2025, Indialantic's appointed voting delegate would assume office effective January 1, 2024 and leave office on December 31, 2025.

(c) Neither the TPO voting delegate, nor the alternate delegate, must reside within the corporate limits of the designating municipality, but each must be an elected official of either Indialantic, Indian Harbour Beach, Melbourne Beach, or Satellite Beach.

(d) In the event that any party to this Agreement fails to appoint the TPO voting delegate, or alternate voting delegate, by the beginning of that municipality's two-year term set forth in the foregoing schedule, the TPO voting delegate and alternate voting delegate appointed for the immediate prior two-year term shall continue as the TPO

voting delegate and alternate voting delegate until such time as their successors have been appointed.

(e) During each two-year term set forth in herein, the TPO voting delegate and the alternate voting delegate shall serve at the pleasure of the appointing municipality, which has the power to rescind any such appointment and to name any other elected official of one of the four municipalities as the TPO voting delegate or alternate voting delegate.

(f) Consistent with Section 339.175, Florida Statutes, a new Interlocal Agreement for the Creation of the Transportation Planning Organization (and replacing the Restated Interlocal Agreement) between various Brevard County local governmental entities and the Florida Department of Transportation may need to be entered into during the term of this Interlocal Agreement Regarding Voting Representation on the Space Coast Transportation Planning Organization for the South Beach Coalition. It is intended that this Agreement shall continue to be valid and in force when the new Interlocal Agreement for the Creation of the Transportation Planning Organization is adopted; provided, that the new Interlocal Agreement for the Creation of the Transportation Planning Organization provides for a single voting delegate to be alternated among Indian River, Melbourne Beach, Satellite Beach, and Indian Harbour Beach.

3. South Beaches Coalition ("Coalition") Representatives.

(a) The governing body of each party to this Agreement shall appoint one of their elected officials to represent that municipality on the South Beaches Coalition. Each representative shall serve at the pleasure of the appointing governing body. In addition, the remaining elected officials of each municipality shall be deemed alternate Coalition representatives who may substitute as needed in the absence of their appointed representative at Coalition meetings.

(b) The four Coalition representatives shall advise and direct the TPO voting delegate and alternate voting delegate representing the South Beaches Coalition on the TPO Governing Board and who must vote on matters before the TPO in accordance with instructions provided by the Coalition representatives. However, when express instructions have not been provided, the TPO voting delegate or alternate voting

delegate shall exercise said delegate's best judgment in voting for the best collective interests of the four municipalities on matters before the TPO.

(c) The Coalition representative appointed by the municipality responsible for appointing the TPO voting delegate shall serve as Chairperson of the Coalition. This position shall rotate in accordance with the schedule established in Section 2 hereof. The Chairperson shall take office when the TPO voting delegate is appointed.

(d) The Coalition representatives shall elect a Vice-Chairperson from among themselves during the month of December each year. The Vice-Chairperson shall serve for one year or until said individual's successor is elected, whichever occurs later.

(e) The municipality responsible for appointing the TPO voting shall provide staff support for all activities incident to the performance of this Agreement, including preparation and distribution of agenda packages, advertising of meetings to comply with the Government-in-the-Sunshine Law, preparation of minutes, and coordination of time and place of meetings of the Coalition representatives.

(f) Meetings of the Coalition representatives will operate generally using Robert's Rules of Order, Newly Revised, most recent edition.

4. TAC and CAC Members.

(a) In the event that the TPO seats only one Technical Advisory Committee ("TAC") member or one Citizens Advisory Committee ("CAC") member to represent the South Beaches Coalition, the municipality appointing the TPO voting delegate shall also appoint the sole TAC or CAC member(s) to represent the Coalition.

(b) In the event that the TPO permits a TAC or a CAC member to represent each municipality, the governing body of each municipality shall appoint the TAC and CAC member to represent that municipality.

(c) To the extent permitted by law and pursuant to Section 339.175(6), Florida Statutes, TAC and CAC members will serve at the pleasure of the appointing authority.

5. Expiration. This Agreement will expire on December 31, 2033; provided, that the respective governing bodies of Indianlantic, Indian Harbour Beach, Melbourne Beach, and Satellite Beach, may agree from time to time to extend, amend, or terminate this Agreement by written instrument. No such written instrument shall be effective until the amendatory instrument is approved by the governing body of each of the four

municipalities, executed by appropriate officials of each governing body, and recorded with the Brevard County Clerk of the Court as provided in Section 163.01(11), Florida Statutes.

6. Interpretation; Termination of Prior Agreements.

(a) This Agreement and the terms herein were negotiated jointly by Indialantic, Indian Harbour Beach, Melbourne Beach, and Satellite Beach, and the four municipalities had the full choice of wording thereof. Consequently, no term, provision, or section hereof will be more harshly construed against either party hereto as the drafter of this Agreement.

(b) The agreement entitled "Interlocal Agreement Regarding Voting Representation on the Space Coast Transportation Planning Organization for the South Beaches Coalition recorded on December 12, 2013, in Official Records Book 7029, Page 2904, Public Records of Brevard County, Florida, is hereby terminated.

7. Effective Date. This Agreement will become effective upon recordation in the Public Records of Brevard County, Florida, as maintained by the Brevard County Clerk of Court pursuant to Section 163.01(11), Florida Statutes.

8. Counterpart Signature Pages. This Agreement may be executed by the use of counterpart signature pages.

IN WITNESS WHEREOF, the Town of Indialantic, City of Indian Harbour Beach, Town of Melbourne Beach, and City of Satellite Beach, have each caused this agreement to be executed the day and year set forth below by their authorized representative.

[Remainder of Page Left Vacant]

COUNTERPART SIGNATURE PAGE for the execution of the Interlocal Agreement Regarding Voting Representation on the Space Coast Transportation Planning Organization for South Beaches Coalition.

**TOWN OF INDIALANTIC,
FLORIDA, a Florida**

By: _____
Michael Casey
Town Manager

Dated: _____,
2024

(TOWN SEAL)

ATTEST:

Mollie Carr, Town Clerk

COUNTERPART SIGNATURE PAGE for the execution of the Interlocal Agreement Regarding Voting Representation on the Space Coast Transportation Planning Organization for South Beaches Coalition.

**CITY OF INDIAN HARBOUR
BEACH, FLORIDA**, a Florida
Municipal Corporation

By: _____
John W. Coffey, City Manager

Dated: _____,
2024
(CITY SEAL)

ATTEST:

Sue Frank, MMC, City Clerk

COUNTERPART SIGNATURE PAGE for the execution of the Interlocal Agreement Regarding Voting Representation on the Space Coast Transportation Planning Organization for South Beaches Coalition.

**TOWN OF MELBOURNE
BEACH, FLORIDA**, a Florida
Municipal Corporation

By: _____
Elizabeth Mascaro
Town Manager

Dated: _____,
2024
(TOWN SEAL)

ATTEST:

Amber Brown, Town Clerk

COUNTERPART SIGNATURE PAGE for the execution of the Interlocal Agreement Regarding Voting Representation on the Space Coast Transportation Planning Organization for South Beaches Coalition.

**CITY OF SATELLITE BEACH,
FLORIDA**, a Florida
Municipal Corporation

By: _____
Courtney Barker
City Manager

Dated: _____,
2024
(CITY SEAL)

ATTEST:

Gwen Peirce, MPA, CMC
City Clerk

RESOLUTION NO. 2024-04

**A RESOLUTION OF THE TOWN OF MELBOURNE BEACH,
BREVARD COUNTY, FLORIDA, AMENDING AND
UPDATING THE TOWN FEE SCHEDULE; PROVIDING
FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING
FOR SEVERABILITY; PROVIDING FOR CONFLICTS;
AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, the Town’s budget and financial policies require that to the extent possible and reasonable, Town services should be supported by fees and charges in order to provide maximum flexibility in the use of general Town taxes to provide for a broader benefit; and

WHEREAS, the Town of Melbourne Beach has enacted various codes and ordinances which provide for the creation and maintenance of a multitude of Town programs and/or services, the nature of which require funding, at least in part, by user fees; and

WHEREAS, the Town processes various land development, building, and inspection permits, licenses, site plans, maps, and administrative changes, the nature of which require funding, at least in part, by user fees; and

WHEREAS, the provisions of controlling Florida law provide authorization for a municipality to levy reasonable fees and charges commensurate with the cost of the activities, functions, and programs which are funded by the Town; and

WHEREAS, the Town last updated its current Fee Schedule on May 18, 2022, via Resolution 2022-05; and

WHEREAS, it is fiscally prudent and appropriate for the Town, from time to time, to update reasonable fees and charges for administering the various programs and services provided by the Town; and

WHEREAS, the Town has determined that all of the fees set forth hereafter are equitable and necessary for administering the various programs and services provided by the Town; and

WHEREAS, the Town Commission has determined that it is necessary to review and amend the fees and charges associated with the Town’s Fee Schedule; and

WHEREAS, the fees and charges related to Local Business Tax Receipts, Public Records Requests, Peddler’s/Solicitor’s Licenses, Founders Day, Building Department, Fire Prevention Inspections, Re-inspections, and Penalty Fees, Police Citations, Board of Adjustments for Special Exceptions, Variances and Zoning Changes, LDC Amendments, Zoning Change of Use, Comprehensive Plan Amendments, Site Plan Review for Planning and Zoning, Smoking Fines, Special Events, and Facility Rentals are incorporated within “Exhibit A” of this Resolution; and

WHEREAS, Extraordinary Expenses shall be charged in accordance with the appendage to this Resolution titled “**Exhibit B**”.

NOW, THEREFORE, BE IT RESOLVED by the Town Commission of the Town of Melbourne Beach, Florida, that:

Section 1. Legislative Findings and Intent. The Town of Melbourne Beach has complied with all requirements and procedures of Florida law in processing this Resolution. The above recitals are hereby adopted.

Section 2. Amendment to the Town of Melbourne Beach Fee Schedule.

- A. The Town of Melbourne Beach Fee Schedule is hereby amended as shown in **Exhibit “A,”** attached hereto.
- B. Underlined words within **Exhibit “A”** constitute the new text within the Town of Melbourne Beach Fee Schedule, asterisks (***) indicate an omission from the original text of the Town of Melbourne Beach Fee Schedule which is intended to remain unchanged, and ~~striketrough~~ constitutes deletions from the original Town of Melbourne Beach Fee Schedule.

Section 3. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

Section 4. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

Section 5. Effective Date. This Resolution shall become effective on July 17, 2024.

PASSED AND ADOPTED by the Town Commission of the Town of Melbourne Beach, Brevard County, Florida, at its regular meeting this 17th day of July, 2024.

ATTEST:

TOWN OF MELBOURNE BEACH,
FLORIDA, a Florida Municipal Corporation

Amber Brown
Town Clerk

By: _____
Alison Dennington, Mayor

(TOWN SEAL)

Exhibit "A"

Town of Melbourne Beach Fee Schedule

<u>FEE TYPE</u>	<u>FEE</u>	<u>EXPLANATION</u>
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ADMINISTRATIVE APPEALS		
Administrative Appeals Board of Adjustment	\$250.00	Includes first two hearings by Board of Adjustment. Hearings and Continuances initiated by BOA are no charge.
Appeals made by Applicant		
Town Staff	\$80.00	Per hour, per continuance
Town Attorney	Actual Cost	Per hour, per continuance
Town Planner	Actual Cost	Per hour, per continuance
Outside Professional Services	Actual Cost	Per Contract Agreement
CHANGE OF USE		
Application to Change Use	\$250.00	Zoning Districts: Commercial 6 B, 7 C, 8 B, Downtown Business, General Commercial, Residential Commercial
Town Staff	\$80.00	Per hour, per continuance
Town Attorney	Actual Cost	Per hour, per continuance
Town Planner	Actual Cost	Per hour, per continuance
Outside Professional Services	Actual Cost	Per Contract Agreement
Advertising	Actual Cost	Per Invoice
COMPREHENSIVE PLAN AMENDMENT		
Comprehensive Plan Amendment	\$1,000.00 <u>\$1,200.00</u>	Per Change
Advertising	Actual Cost	Per Invoice
SITE PLAN REVIEW to PLANNING AND ZONING		
Commercial Site Plan Review	\$1,200.00	Zoning Districts: 6-B, 7-C, 8-B, Downtown Business, General Commercial, Residential Business
Residential Site Plan Reivew	\$500.00 <u>\$685.00</u>	Zoning Districts: 1-RS, 2-RS, 3-RS, New Single-Family Residence
Residential Site Plan Revisions/Change Order	\$200.00	Zoning Districts: 1-RS, 2-RS, 3-RS
Residential Site Plan Review	\$1,000.00	Zoning Districts: 4-RM, 5-RMO, New Multi-Family Res & Oceanfront
Residential Site Plan Revisions/Change Order	\$750.00	Zoning Districts: 4-RM, 5-RMO, New Multi-Family Res & Oceanfront
BUILDING DEPARTMENT FEE SCHEDULE		
MINIMUM PERMIT FEE	\$75.00 <u>\$79.00</u>	Includes payment to DBPR and DCA
PERCENTAGE OF CONSTRUCTION VALUE BUILDING PERMITS		
Line 1	\$75.00	Up to the first \$2,500 plus
Line 2	3.00%	\$2,500 to \$10,000 plus cost in line 1
Line 3	1%	\$10,001 to \$100,000 plus cost in line 1 & 2
Line 4	.50%	\$100,001 to \$500,000 plus cost in line 1, 2, & 3
Line 5	.25%	\$500,001 and up for fraction there of plus costs from lines 1, 2, 3, & 4

INSPECTION FEES

1st Re-inspection	\$50.00 \$75.00	
2nd Re-inspection	\$75.00 \$100.00	
Each subsequent re-inspection	\$150.00	
PENALTY WORK WITHOUT A PERMIT NORMAL FEE PLUS UP TO 400% Determined by Building Official		
Permit Fee <u>First Extension</u>	\$175.00 first	2 nd -180 day renewal new permit required
Permit Fee <u>Second Extension</u>	<u>New permit</u>	<u>New permit required after first extension</u>
<u>Planning & Construction Meeting with Building Official</u>	\$125.00	
<u>Environmental Hazard Fee</u>	\$500.00	
Failure to Display Permit Card	\$50.00 \$75.00	
Failure to Call for Inspection	\$50.00 \$75.00	
Unscheduled Inspection Request	\$50.00	One (1) hour minimum subject to availability
Fire Plan Review Fee	\$85.00	
Demolition Full or Partial	\$150.00	Dumpster and special requirements apply
Construction Trailers	\$50.00	
Change of Contractor	\$50.00 \$75.00	
Temporary Certificate of Occupancy	\$50.00	
Temporary Certificate of Completion	\$50.00	
Early Power Release/Temporary Pole	\$50.00 \$75.00	
Plan Review Fee by Building Official	\$85.00 \$50.00	For Planning and Zoning Second (2 nd) review fee
<u>Town Planner Review for Building Related</u>	\$200.00	<u>Per hour</u>
Plan Review Correction Submittal	Four (4) times plan review fee	Third (3 rd) rejection of plans for same comment
Residential Revision Fee After Permit Issued	One and two Family dwellings	\$25.00 plus \$5.00 per each plan page or 2% of the revision value, whichever is greater
Commercial Revision Fee	Commercial and Multi-family	\$25.00 plus \$7.50 per plan page or 3% of the revision value, whichever is greater
<p>ALL BUILDING FEES ARE NON-REFUNDABLE. PER THE FLORIDA BUILDING CODE STATUTE 553.721 AND 468.631 ALL PERMITS WILL CONTAIN AN ADDITIONAL 1% SURCHARGE FOR THE DCA AND A 1.50% SURCHARGE FOR THE DBPR.</p> <p>WHEN IN THE OPINION OF THE BUILDING OFFICIAL, THE CONSTRUCTION VALUE COST IS UNREALISTIC, THE LATEST EDITION OF THE INTERNATIONAL CODE COUNCIL'S BUILDING VALUATION TABLE WILL BE USED TO CALCULATE THE APPROXIMATE CONSTRUCTION VALUE.</p>		
Special Exceptions	\$1,000	Zoning Districts: Commercial 6-B, 7-C, 8-B, Downtown Business, General Commercial, Residential Business. Includes first two hearings by Board of Adjustment. Additional hearings or continuances initiated by BOA at no charge.
Hearings Initiated by Applicants		
Town Staff Hours	\$80.00	Per hour, per continuance
Town Attorney	Actual Cost	Per hour, per continuance
Town Planner	Actual Cost	Per hour, per continuance
Outside Professional Services	Actual Cost	Per Contract Agreement
Advertising	Actual Cost	Per Invoice

FIRE PREVENTION INSPECTIONS, RE-INSPECTIONS, & PENALTY FEES

Fees for Annual Fire Safety Inspections		
<u>Home Safety Inspection</u>	No Cost	<u>Residential properties</u>
<u>Annual Fire Inspection</u>	\$50.00	<u>Low Risk Occupancy – Commercial Bldg.</u>
<u>Annual Fire Inspection</u>	\$75.00	<u>Medium Risk Occupancy – Commercial Bldg.</u>
<u>Annual Fire Inspection</u>	\$100.00	<u>High Risk Occupancy – Commercial Bldg.</u>
Re-Inspection Fee for Non-Compliance from Annual Fire Inspection – Commercial Bldgs.		
<u>First Re-Inspection</u>	Free	
<u>Second Re-Inspection</u>	\$30.00	
<u>Third Re-Inspection</u>	\$30.00 plus \$100.00 penalty	
<u>Fourth Re-Inspection</u>	\$30.00 plus \$200.00 penalty	
<u>Fifth Re-Inspection</u>	\$30.00 plus \$300.00 penalty	<u>Fifth and all subsequent re-inspections</u>
Penalty Fees for Incidental Activities Requiring Response by Fire Department		
<u>Unintentional Fire Alarm Activation Caused by Contractor/Service Personnel</u>	\$100.00 each	<u>Repeat alarm activation started by onsite contractors. Bill property owner</u>
<u>Nuisance Elevator Entrapment - Victim Removal</u>	\$100.00	<u>Third or subsequent response within a 30-day period</u>
<u>Nuisance Fire Alarm</u>	\$100.00 each	<u>Third or Fourth Response in 365-day period</u>
<u>Nuisance Fire Alarm – Chronic</u>	\$200.00 each	<u>Fifth or subsequent response in 365-day period</u>
<u>Failure to Appear for Alarm Activation – Responsible Party</u>	\$50.00 per half hour after a 30-minute notification window	<u>Fire Department remains on scene until party arrives</u>
<u>Hazmat Clean Up</u>	Actual Cost	<u>Remediation</u>
VARIANCES BOARD OF ADJUSTMENTS		
Commercial Variance	\$1,000	Zoning Districts: Commercial 6-B, 7-C, 8-B, Downtown Business, General Commercial, Residential Business. Includes first two hearings by Board of Adjustment.
<u>Reconvene Board for Commercial Variance</u>	\$250.00	
<u>Special Exceptions – Commercial</u>	\$1,000.00	<u>Zoning Districts: Commercial 6-B, 7-C, 8-B, Downtown Business, General Commercial, Residential Business.</u>
Hearings Initiated by Applicants		
Town Staff Hours	\$80.00 \$85.00	Per hour, per continuance
Town Attorney	Actual Cost	Per hour, per continuance
Town Planner	Actual Cost	Per hour, per continuance
Outside Professional Services	Actual Cost	Per Contract Agreement
<u>Building Official</u>	\$125.00	
Advertising	Actual Cost	Per Invoice
Residential Variance	\$500.00	Zoning Districts: 1-RS, 2-RS, 3-RS, 4-RM, 5-RMO, Single Family Residence, Multi-Family Resident, Multi-Family Oceanfront Residence. Includes first two hearings by Board of Adjustment. Additional hearings or Continuances initiated by BOA at no charge.
ZONING		

Application Amendment Fee	\$1,000.00 plus \$5,000.00 advance deposit for staff and administrative expenses. NOTE: Applicant is responsible for actual costs which may exceed the deposit. If/when deposit is exhausted, it will be replenished (\$5000 increments) by the applicant before proceeding further	Per application. Fees are non-refundable.
Zoning Verification Letter	\$50.00	Per Letter
Zoning Interpretation	Actual Cost	Per Hour
Change Fee for Zoning	\$1,000.00	Per Change Request
Advertising Zone Change	Actual Cost	Per Invoice
Ordinance Development	Actual Cost	Per Ordinance
Ordinance Advertising	Actual Cost	Per Advertisement
Hearings Initiated by Applicants		
Town Staff Hours	\$80.00 \$85.00	Per hour, per continuance
Town Attorney	Actual Cost	Per hour, per continuance
Town Planner	Actual Cost	Per hour, per continuance
Outside Professional Services	Actual Cost	Per Contract Agreement
Advertising	Actual Cost	Per Invoice
LDC TEXT AMENDMENT		
Text Amendment Application Pursuant to Sec. 1A-5, Code of Melbourne Beach	\$1,000.00 plus \$5,000.00 advance deposit for staff and administrative expenses. NOTE: Applicant is responsible for actual costs which may exceed the deposit. If/when deposit is exhausted, it will be replenished (\$5000 increments) by the applicant before proceeding further	Per application. Fees are non-refundable
Total Staff Hours	\$80.00 \$85.00	Per hour
Town Attorney	Actual Cost	Per hour
Town Planner	Actual Cost	Per hour
Advertising Ordinance	Actual Cost	Planning & Zoning Board Public Hearing; Town Commission First and Second Readings
LOCAL BUSINESS TAX		
Existing Business Tax Receipt	Per Town Code	Town Code of Ordinances Chapter 65
New Business Zoning Review	Actual Cost	Per Review
New Business Application Fee	\$50.00	<u>Per Town Code and Florida Statute</u>
<u>New Business Zoning Interpretation</u>	<u>\$125.00</u>	<u>Minimum Fee. Additional funds may be required if exceeds \$125.00</u>

<u>Application Review After Interpretation</u>	<u>\$75.00</u>	
<u>Business Zoning Review – No Interpretation</u>	<u>\$125.00</u>	<u>Per Review</u>
<u>New Business Fire Review</u>	<u>\$85.00</u>	<u>Per Town Code and Florida Statute</u>
<u>Annual Fire Inspections</u>	<u>\$85.00</u>	
<u>1st Fire Re-Inspection</u>	<u>\$30.00</u>	
<u>2nd Fire Re-Inspection</u>	<u>\$60.00</u>	
<u>All Subsequent Re-Inspections</u>	<u>\$60.00</u>	
PUBLIC RECORDS REQUEST		
Single-Sided Copies	.15 cents	Not to exceed 8.5" x 14"
Double-Sided Copies	.20 cents	Not to exceed 8.5" x 14"
All Other Copies	Actual Cost	Per Florida Statute 119.07
Certified Copies	\$1.00	Per Page Certification
Inspection of Public Records	Per Fl. Statute	Per Florida Statute 119.07
<u>Computer Lien or Permit Search</u>	<u>Free</u>	<u>Address Search</u>
<u>Manual Lien or Permit Search</u>	<u>\$15.00 \$75.00</u>	<u>Per Request Address</u>
<u>USB</u>	<u>Actual Cost</u>	
PEDDLER'S/SOLICITOR'S LICENSE		
<u>Application Fee</u>	<u>\$7.50</u>	<u>License valid for 90 days from issuance</u>
POLICE CITATIONS		
Parking Tickets	\$50.00 <u>\$75.00</u>	Per Citation
Equipment Check	\$4.00 <u>\$20.00</u>	Per Citation
Off Duty Detail	\$40/hour	<u>Minimum of (4) Hours</u>
SPECIAL EVENTS		
Application Fee	\$75.00	Per Event
Special Event Permit	\$150.00	1-299 Participants
Special Event Permit	\$250.00	300-499 Participants
Special Event Permit	\$350.00	500-750 Participants
Special Event with Police Security Service	\$50.00 <u>\$75.00</u>	Per Hour, Per Officer. Minimum (4) Hour Charge
Special Event with Public Works	\$30.00 <u>\$50.00</u>	Per Hour, Per Person
Special Event with Fire Personnel	\$25.00 <u>\$50.00</u>	Per Hour, Per Person
Alcohol Permit	\$200.00 Deposit	Per Permit
FACILITY RENTALS		
Community Center (Residents)	\$65.00 plus tax	Per Hour. Melbourne Beach Residents (Monday-Friday)
Community Center (Residents)	\$390 plus tax	6-Hour Minimum. Melbourne Beach Residents (Sat., Sun. & Holidays)
Community Center (Residents)	\$65.00 plus tax	Each Additional Hour Over 6-Hour Minimum for Residents
Community Center (Non-Residents)	\$100.00 plus tax	Per Hour. Non-Residents (Monday-Friday)
Community Center (Non-Residents)	\$600.00 plus tax	6-Hour Minimum. Non-Residents (Sat., Sun. & Holidays)
Community Center (Non-Residents)	\$100.00 plus tax	Each Additional Hour Over 6-Hour Minimum for Non-Residents
Community Center Damage Deposit	\$350.00 <u>\$500.00</u>	Refundable, 7-10 Days After Event
Ryckman Park Pavilion (Residents)	\$30.00 plus tax	Per Hour. Resident
Ryckman Park Pavilion (Non-Residents)	\$45.00 plus tax	Per Hour. Non-Resident
Ryckman Park Pavilion Deposit	\$250.00	Refundable, 7-10 Days After Event
Restroom Key	\$100.00	Refundable, 7-10 Days After Event
Old Town Hall	\$25.00 plus tax	Per Hour
Old Town Hall Damage deposit	\$100.00 <u>\$250.00</u>	Refundable, 7-10 Days After Event
Old Town Hall Key Deposit	\$100.00	Refundable, 7-10 Days After Event

FOUNDERS DAY

Arts & Crafts Vendor, Food Vender, Alcohol Vendor	As Determined	Annually Per Space
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SMOKING FINES PER ORDINANCE 2024-04,
CODE SECTION 73-61

First Civil Fine	\$100.00
Second and Subsequent Civil Fines	\$200.00

Exhibit “B”
Extraordinary Expenses

Extraordinary Expense: Must be paid in full prior to commencement

In addition to the fee schedule adopted by the Town, the applicant shall be responsible for the payment of any extraordinary expense incurred by the Town in analyzing or reviewing all or any part of the application and other activities related to the land development as initiated by said application. Extraordinary expenses may include, but shall not be limited to: specialized consultants, experts, planning consultants, engineering services, legal consultants (excluding for the purposes of litigation), or any other services necessary to evaluate the proposal of the applicant and to advise the Town regarding same. Such expense shall be charged to the applicant at the actual cost of fees and expenses incurred by the Town for these services. The Town may decide to obtain such services at the beginning of, or any time during, the development process. The Town shall notify the applicant of the Town's intention to retain such services in advance of incurring the expense on the behalf of the applicant. However, the Town's failure to provide said notice shall not relieve the applicant of its obligation to pay such expenses. The Town shall, within its sole discretion, determine when and whether to retain such services.

Upon determination of the Town to retain such services, the applicant will be required to place a deposit with the Town to cover the anticipated cost of the required services. All expenses associated with such services including any administrative cost of the Town attributable to the service(s) shall be paid from the deposit. The deposit must be received by the Town prior to the Town proceeding with any action. Should the deposit be depleted prior to the completion of the development process, the applicant will be required to replenish the deposit prior to additional action on the part of the Town. Any unused portion of the deposit shall be refunded to the applicant within thirty (30) days from the date of the Certificate of Occupancy. Upon the request of the applicant, the Town Commission may review such extraordinary expenses as to the necessity and amount.